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STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN

In the Matter of  
Steven H. Erickson, Architect  
License Number 16581

SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER

Board File No. 2003-0009

TO: Mr. Steven H. Erickson  
3442 Siems Court  
Arden Hills, MN 55112

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes §§ 214.10 and 326.111 (2002) to review complaints against architects, engineers, land surveyors, landscape architects, geoscientists, and certified interior designers, and complaints concerning the unauthorized practice of architecture, engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Mr. Steven H. Erickson ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Respondent and the Committee as follows:

1. Jurisdiction. Respondent obtained a license to practice architecture from

the Board on March 28, 1984. Pursuant to Minn. Stat. § 326.111, subd. 3 (2002), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from practicing professional engineering in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement.

2. Facts. This Settlement Agreement is based upon the following facts:

a. Respondent was first licensed to practice architecture in the State of Minnesota on March 28, 1984.

b. Respondent is not currently and has never been licensed by the Board as a professional engineer in the State of Minnesota.

c. Respondent prepared a design drawing for the Elbow Lake Lodge remodel located at 3975 Kennedy Trail, Cook, Minnesota, which is labeled A-1 and dated January 18, 1998, revised January 18, 1998 and May 6, 1998. The preparation of the drawing did not comply with applicable laws, ordinances, and building codes related to design. A true and correct copy of the design drawing is on file at the Board office.

d. Respondent prepared a design drawing for the Elbow Lake Lodge remodel located at 3975 Kennedy Trail, Cook, Minnesota, which is labeled A-2 and dated January 18, 1998. The preparation of the design drawing constitutes the practice of professional engineering. A true and correct copy of the design drawing is on file at the Board office.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes §§ 326.02 subd. 3, 326.03, subd. 1 (2002), and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board should issue an order in accordance with the following terms:

a. Reprimand. Respondent is reprimanded for the foregoing conduct.

b. Cease and Desist Order. Respondent shall cease and desist from practicing professional engineering in Minnesota, and from further violations of Minnesota Statutes §§ 326.02 to 326.15 (2002) until such time as he becomes licensed as a professional engineer in the State of Minnesota.

c. Ethics Course and Building Code Instruction. Within one year of the date of the attached Board Order, Respondent shall successfully complete a course in professional ethics approved in advance by the Complaint Committee and attend ten (10) hours of live instruction in a class or program pertaining to the Minnesota State Building Code given by the Minnesota Department of Administration Building Codes and Standards Division, and submit acceptable documentation thereof to the Board. Respondent's compliance with these conditions shall be in addition to the continuing education requirement for licensees set out in Minn. Stat. § 326.107 (2002).

d. Civil Penalty. Respondent shall pay a civil penalty of three thousand dollars (\$3,000.00) to the Board, of which one thousand five hundred (\$1,500.00) will be stayed on the condition that Respondent does not violate any Board Statutes or Rules for two (2) years beginning on the date that the Board Chair signs the attached Order. Respondent shall submit a cashier's check or money order for one thousand five hundred dollars (\$1,500.00) to the Board within sixty (60) days of the date of the Board Order approval of this Settlement Agreement and Cease and Desist Order.

5. Additional Discipline for Violations of Order. If Respondent violates this

Settlement Agreement and Cease and Desist Order, the Board may impose additional discipline pursuant to the following procedure:

a. The Committee shall schedule a hearing before the Board. At least thirty days prior to the hearing, the committee shall mail Respondent a notice of the violation alleged by the Committee and of the time and place of the hearing. Within fourteen days after the notice is mailed, Respondent shall submit a response to the allegations. If Respondent does not submit a timely response to the Board, the allegations may be deemed admitted.

b. At the hearing before the Board, the Complaint Committee and Respondent may submit affidavits made on personal knowledge and argument based on the record in support of their positions. The evidentiary record before the Board shall be limited to such affidavits and this settlement agreement and cease and desist order. Respondent waives a hearing before an administrative law judge and waives discovery, cross-examination of adverse witnesses, and other procedures governing administrative hearings or civil trials.

c. At the hearing, the Board will determine whether to impose additional disciplinary action, including additional conditions or limitations on Respondent's practice or suspension or revocation of Respondent's license.

6. Judicial Relief. If the Respondent violates paragraph 4(b) above, a district court of this state may, upon application of the Committee, enter an order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

7. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minn. Stat. ch 14. Respondent agrees that upon the application of the Committee without notice or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement or the attached Board Order by appeal, writ or certiorari, or otherwise.

8. Collection. In accordance with Minn. Stat. § 16D, subd. 2 (2002), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(d) above, Respondent agrees that the Board may lift the stay on the remaining portion of the civil penalty and that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

9. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minn. Stat. ch. 14, Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement

Agreement and the record.

10. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may filed with the Board with this Settlement Agreement.

11. Data Classification. Under the Minnesota Data Practices Act, this Settlement Agreement is classified as public data upon its issuance by the Board. Minn. Stat. § 13.41, subd. 5 (2002). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Data Practices Act, Minn. Stat. ch. 13. They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement will appear in the Board's newsletter. A summary will also be sent to the national discipline data banks for the practice of architecture and professional engineering.

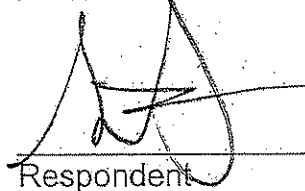
12. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

13. Entire Agreement. Respondent has read, understood, and agreed to this Settlement Agreement and is freely and voluntarily signing it. The Settlement Agreement contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

14. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

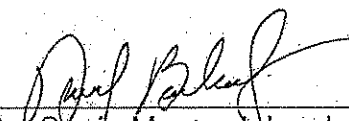
15. Service. If approved by the Board, a copy of this Settlement Agreement shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

  
Respondent

Dated: 3/4/, 2004

COMPLAINT COMMITTEE

BY   
Donald Borchert, PE, LS  
Acting Complaint Committee Chair

Dated: 3/12/04, 2004

## ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board this 12 day of MARCH 2004.

MINNESOTA BOARD OF  
ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND  
INTERIOR DESIGN

By: 

James O'Brien, Architect, FAIA  
Chair